

#13

15195-6

RECORDATION NO. 15195-6 FILED 1423  
TRINITY INDUSTRIES LEASING COMPANY  
3910 Washington Avenue  
Houston, Texas 77007  
(713) 861-2955

JUL 25 1989 - 1 00 PM

INTERSTATE COMMERCE COMMISSION

July 19, 1989

9-206A042

JUL 25 12 57 PM '89

Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue  
Washington, D.C. 20423  
Attention: Mrs. Mildred Lee, Room 2303

Re: Documents for Recordation

Dear Mrs. Lee:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act, as revised, and Rules and Regulations of the Interstate Commerce Commission (the "ICC") thereunder, enclosed herewith for filing and recordation are three (3) executed originals of an Assignment dated as of July 19, 1989 (to the Equipment Trust Agreement, dated as of March 15, 1987) between Trinity Industries Leasing Company and NCNB Texas National Bank ("NCNB"), as Trustee (the "Assignment"), a primary document as defined in the foregoing Rules and Regulations.

The enclosed Assignment relates to the Equipment Trust Agreement dated as of March 15, 1987 between Trinity Industries Leasing Company and RepublicBank Dallas (subsequently named First RepublicBank Dallas, N.A., now named NCNB (as assignee of the Federal Deposit Insurance Corporation, as receiver for First RepublicBank Dallas, N.A.)), as Trustee, which was filed and recorded under Recordation Number 15195 on March 31, 1987, and subsequently supplemented by assignments and bills of sale under Recordation Numbers 15195-A through 15195-F.

The addresses of the parties to the enclosed document are:

Company: Trinity Industries Leasing Company  
3910 Washington Avenue  
Houston, Texas 77007

Trustee: NCNB Texas National Bank  
350 North St. Paul  
One Dallas Centre  
Ninth Floor  
Dallas, Texas 75201

A description of the railroad equipment covered by the enclosed document is set forth in Exhibit A hereto. The

*Counterparts - CT-Navy*

Mrs. Mildred Lee  
Interstate Commerce Commission  
July 19, 1989  
Page 2

foregoing railroad equipment consists solely of tank cars intended for use relating to interstate commerce.

Also enclosed is a check in the amount of \$13.00 to cover the required recordation fee.

You are hereby authorized to deliver stamped copies of the Assignment not needed for your files to the representative of Alvord and Alvord who is delivering this letter and said enclosures to you.

A short summary of the primary document to appear in the Commission's Index follows:

Assignment dated as of July 19, 1989, between  
Trinity Industries Leasing Company and NCNB Texas  
National Bank, as Trustee, covering various  
railroad cars.

TRINITY INDUSTRIES LEASING COMPANY

By:

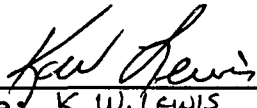
  
Name: K.W. LEWIS  
Title: SENIOR VICE PRESIDENT

EXHIBIT A TO ASSIGNMENT  
Description of Leases

1. Railroad Car Lease Agreement, dated May 18, 1983, between Trinity Industries Leasing Company and Amoco Minerals Company (assigned to Cyprus Mines Company) has been assumed in part by Kentucky Tennessee Clay Company effective February 17, 1989 covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in Paragraph 1 of Exhibit A to the Assignment dated March 31, 1987 from such Company to RepublicBank Dallas, N.A., subsequently named First RepublicBank Dallas, N.A., which was assigned to NCNB Texas National Bank ("NCNB"), as trustee by the Federal Deposit Insurance Corporation ("FDIC")):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
5	14,100 GAL. 111A100W1 Tank Cars	AMMX 14200, 14202, 14205, 14206, 14209

2. Railroad Car Lease Agreement, dated May 18, 1983, between Trinity Industries Leasing Company and Amoco Minerals Company (assigned to Cyprus Mines Company) has been assumed in part by United Clays, Inc. effective March 31, 1989 covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in Paragraph 1 of Exhibit A to the Assignment dated March 31, 1987 from such Company to RepublicBank Dallas, N.A., subsequently named First RepublicBank Dallas, N.A., which was assigned to NCNB, as trustee by the FDIC:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
4	14,100 GAL. 111A100W1 Tank Cars	AMMX 14203, 14204, 14212, 14213

3. Railroad Car Lease Agreement dated May 2, 1979, between Trinity Industries Leasing Company and El Paso Products Company, (now named Rexene Products Company effective September 1, 1988), covering the described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
111	25,680 GAL. 111A100W1 Tank Cars	TILX 250000-250110

4. Railroad Car Lease Agreement dated July 14, 1981, between Trinity Industries Leasing company and Northern

Petrochemical Company (acquired by U.S. Industrial Chemicals), assumed by Quantum Chemical Corporation, USI Division, effective January 1, 1988 covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
50	33,885 GAL. 112J400W Tank Cars	TILX 300631-300680

5. Railroad Car Lease Agreement dated May 26, 1981, between Trinity Industries Leasing Company and Northern Propane Gas Company (acquired by Buckeye Gas Products Company), assumed by Ferrellgas, Inc., effective August 20, 1987, covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
20	34,090 GAL. 112J340 Tank Cars	TILX 300581-300585 TILX 300681-300695

6. Railroad Car Lease Agreement dated June 16, 1981, between Trinity Industries Leasing Company and Stephens Energy Ltd., (now named ETI Energy Transportation, Inc., effective September 15, 1988), covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
25	33,885 GAL. 112J400W Tank Cars	GWHX 81031-81055

7. Railroad Car Lease Agreement dated February 16, 1982, between Trinity Industries Leasing Company and Phelps Dodge Corporation covering the following described railroad cars:

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
175	13,946 GAL. 111A100W2 Tank Cars	100164-100338

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RECORDATION NO 15195-G FILED 1423

JUL 25 1989 -1 00 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT

TRINITY INDUSTRIES LEASING COMPANY  
EQUIPMENT TRUST (SERIES 5)

Dated as of July 19, 1989

Between

NCNB TEXAS NATIONAL BANK, Trustee

and

TRINITY INDUSTRIES LEASING COMPANY

## ASSIGNMENT

ASSIGNMENT dated as of July 19, 1989 (hereinafter called this "Assignment"), between NCNB TEXAS NATIONAL BANK (as assignee of the Federal Deposit Insurance Corporation, receiver of First RepublicBank Dallas, N.A., formerly RepublicBank Dallas, N.A.), acting as Trustee under an Equipment Trust Agreement dated as of March 15, 1987 (hereinafter called the "Trustee"), and TRINITY INDUSTRIES LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

## PRELIMINARY STATEMENT

The Company has sold, transferred and delivered certain railroad equipment (hereinafter called the "Trust Equipment") pursuant to the Equipment Trust Agreement dated as of March 15, 1987 between the Company and RepublicBank Dallas, N.A., subsequently named First RepublicBank Dallas, N.A. All of the corporate trust business of First RepublicBank Dallas, N.A. has been assigned to NCNB Texas National Bank by the Federal Deposit Insurance Corporation (hereinafter called the "Trust Agreement").

Pursuant to the Trust Agreement the following documents were executed and delivered and recorded as described below:

- (a) The Trust Agreement recorded with the Interstate Commerce Commission (herein called the "ICC") under record number 15195;
- (b) An Assignment dated March 31, 1987 between the Company and the Trustee recorded with the ICC under record number 15195-A;
- (c) A Bill of Sale dated March 31, 1987 between the Company and the Trustee recorded with the ICC under record number 15195-B;
- (d) A Bill of Sale dated July 17, 1987 between the Company and the Trustee recorded with the ICC under record number 15195-C;
- (e) A Bill of Sale dated as of May 7, 1987 from the Company to the Trustee recorded with the ICC under record number 15195-D;
- (f) A Financing Statement executed by the Company, as debtor, covering the property conveyed by the Assignment dated as of March 31, 1987 and filed with the Secretary of State of Texas on March 31, 1987 under file number 074190;

- (g) A Bill of Sale dated December 21, 1987 from the Trustee to Occidental Chemical Corporation recorded with the ICC under record number 15195-E; and
- (h) A Partial Termination dated December 21, 1987, between the Company and the Trustee recorded with the ICC under record number 15195-F.

Title to the units of Trust Equipment to which this Assignment relates has been vested in and retained by the Trustee and the Trust Equipment has been leased to the Company under the Trust Agreement, subject to (1) the lease between the Company and Amoco Minerals Company (assigned to Cyprus Mines Corporation) dated May 18, 1983 (the "Amoco Lease"), (2) the lease between the Company and El Paso Products Company dated May 2, 1979 (the "El Paso Lease"), (3) the lease between the Company and Northern Petrochemical Company ("Northern Petrochem") (acquired by U.S. Industrial Chemicals) dated July 14, 1981 (the "Northern Petrochem Lease"), (4) the lease between the Company and Northern Propane Gas Company (acquired by Buckeye Gas Products Company) dated May 26, 1981 (the "Northern Propane Lease"), and (5) the lease between the Company and Stephens Energy Ltd. dated June 16, 1981 (the "Stephens Lease"), which leases were assigned to the Trustee pursuant to an Assignment dated as of March 31, 1987 between the Trustee and the Company.

The leases subject to the Assignment described above have been changed as follows:

- (a) The Amoco Lease has been assumed by and the Trust Equipment leased thereunder and to which this Assignment relates has been leased in part to Kentucky Tennessee Clay Company, and in part to United Clays, Inc.;
- (b) The El Paso Lease, is still in effect but the name of the corporation has been changed from El Paso Products Company to Rexene Products Company, effective September 1, 1988;
- (c) The Northern Petrochem Lease, as a result of the acquisition of Northern Petrochem by U. S. Industrial Chemicals Company, the name of which has been changed to Quantum Chemical Corporation, USI Division ("Quantum"), has been assumed by and the Trust Equipment leased thereunder and to which this Assignment relates has been leased to Quantum, effective August 20, 1987;
- (d) The Northern Propane Lease, as a result of the acquisition of Buckeye Gas Products Company by

Ferrellgas, Inc. ("Ferrellgas"), has been assumed by and the Trust Equipment leased thereunder and to which this Assignment relates has been leased to Ferrellgas effective August 20, 1987; and

- (e) The Stephens Lease is still in effect but the name of the corporation has been changed from Stephens Energy Ltd. to ETI Transportation, Inc. effective September 15, 1988.

The parties hereto desire that the Trust Equipment to which this Assignment relates continue to be leased by the Trustee to the Company under the Trust Agreement, subject to the Leases.

Trinity Industries Leasing Company 8.75% Equipment Trust Certificates due March 31, 1999 (Series 5) in an aggregate principal amount not exceeding \$30,000,000 have been issued and sold and the aggregate proceeds (including accrued interest, if any) of such sale which equals the aggregate principal amount of the Trust Certificates issued and sold constitute a fund known as the Trinity Industries Leasing Company Equipment Trust (Series 5) which was delivered by the Trustee to the Company to reimburse the Company for up to 80% of the cost of the Trust Equipment, the remainder of the cost of the Trust Equipment having been paid by the Company, as provided in the Trust Agreement.

It is desired to grant to the Trustee an assignment of and a security interest in and to the Leases and other collateral described below.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

1. Subject to the rights of the lessees under the Leases, the Company hereby assigns, transfers and sets over unto the Trustee as security for the payment and performance of all of the Company's obligations under the lease provided for in the Trust Agreement (i) all of the Company's right, title and interest as lessor in, to and under the Leases described in Exhibit A hereto, together with all rights, powers, privileges, and other benefits of the Company as lessor under the Leases in respect to the units of Trust Equipment described on Exhibit A hereto, including but not limited to the Company's right to receive and collect all rentals, liquidated damages, proceeds of sale and other payments now or hereafter to become payable to or receivable by the Company under or pursuant to the provisions of the Leases and, in addition, (ii) all of the Company's right to receive and collect all per diem mileage or other payments now or hereafter to become payable to the Company in respect of such units of Trust Equipment, whether under or pursuant to the provisions of any of the Leases or otherwise. The Trustee hereby appoints the Company



its agent to collect and receive any and all of such rentals and other payments and to take any and all actions in respect of such Leases until the happening of an Event of Default (as such term is defined in the Trust Agreement). Except for the Assignment dated March 31, 1987, hereinabove referred to, the Company represents and warrants that it has not heretofore made and agrees that it will not hereafter make in respect of such units of Trust Equipment any other assignment of the Leases or the rentals or the payments payable to or receivable by the Company under any of the Leases.

2. It is expressly understood and agreed that the assignment made and security interest granted herein apply only to the Leases (and any right, title, interest, power, and privilege of the Company as lessor thereunder) insofar as such Leases cover or otherwise apply to the rail cars described in Exhibit A hereto and any rail cars substituted as replacements for the rail cars described in Exhibit A hereto, ipso facto, without further instrument of assignment (but do not apply to any rail cars added to such Leases as additional and not replacement rail cars).

3. It is expressly agreed that the rights hereby assigned to the Trustee are subject to the rights of the lessees under the Leases, and that the Trustee, so long as any such lessees are not in default under the Leases, shall not interfere with the rights of peaceful and undisturbed possession of such lessees in and to any of such units of Trust Equipment in accordance with the terms of such Leases.

4. In addition to, and without in any way limiting, the powers conferred upon the Trustee by Sections 6.01 and 6.02 of the Trust Agreement, the Trustee may upon the happening of an Event of Default (as defined in the Trust Agreement) and not otherwise, in the Trustee's own name or in the name of the Trustee's nominee, or in the name of the Company or as the Company's attorney, (i) ask, demand, sue for, collect and receive any and all rentals or per diem mileage or other payments to which the Company is or may become entitled in respect of such units of Trust Equipment and (ii) enforce compliance by the lessees under the Leases with all the terms and provisions thereof and make all waivers and agreements, give all notice, consents and releases, take all action upon the happening of an Event of Default specified in the Leases, and do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Leases.

5. The assignment made by this Assignment is made only as security and, therefore, shall not subject the Trustee to, or transfer, or pass or in any way affect or modify, the liability of the Company under the Leases or otherwise, it being understood that, notwithstanding any assignment, any obligations of the

Company under the Leases or otherwise shall be and remain enforceable against and only against the Company.

6. (a) Upon the full discharge and satisfaction of the Company's obligation under the lease provided for in the Trust Agreement, the assignment made pursuant to this Assignment shall terminate and all rights, title and interest of the Trustee as assignee hereunder in and to the Leases or any payments in respect of such units of Trust Equipment shall revert to the Company.

(b) Upon the release of any such unit of Trust Equipment pursuant to Section 5.05 of the Equipment Trust Agreement, this Agreement shall terminate pro tanto with respect to (i) such unit of Trust Equipment and (ii) rights assigned to the Trustee hereby and by the Equipment Trust Agreement in the Leases insofar as they relate to such unit of Trust Equipment, and upon such partial termination such unit of Trust Equipment and rights shall revert to the Company or to such person or persons as may be legally entitled thereto, provided, however, that if an Event of Default (as defined in the Trust Agreement) has occurred and is then continuing, such termination and reversion shall not occur until such Event of Default shall have been cured or waived in accordance with the provisions of the Equipment Trust Agreement. After any partial termination, the provisions of this Assignment shall no longer be applicable to such unit of Trust Equipment and rights, and the Trustee shall at the request of the Company or such other person, and at the expense of the Company, deliver to the Company or such other person, a writing evidencing such partial termination.

7. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee pursuant to the provisions of this Assignment for any rentals or per diem mileage or other payments in respect of the Trust Equipment, whether under or pursuant to the provisions of the Leases or otherwise, or to enforce any provisions of the Leases, the Company will save, indemnify and keep the Trustee harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever.

8. Except as otherwise provided herein, the provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given and personally delivered at or mailed by first class mail, postage prepaid, to (i) in the case of the Company, delivered at 2525 Stemmons Freeway, Dallas, Texas 75207, or mailed to P.O. Box 568887, Dallas, Texas 75356-8887, Attention: President, or such

other address as may hereafter be furnished to the Trustee in writing by the Company, and (ii) in the case of the Trustee, delivered at One Dallas Centre, Ninth Floor, Dallas, Texas 75201, Attention: Corporate Trust, or mailed to P.O. Box 831402, Dallas, Texas 75283-1402 Attention: Corporate Trust, or such other address as may hereafter be furnished to the Company in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand notice or communication. Any communication so addressed and mailed shall be deemed to be given on whichever of the following dates shall first occur: (i) the date of actual receipt thereof by the intended recipient, (ii) the fifth day next following the date mailed, or (iii) if the substance thereof is communicated to the intended recipient by hand delivery, telephone or telex on or prior to the date of such mailing, the date so mailed.

10. This Assignment may be executed in counterparts each of which shall be deemed to be an original and all of which counterparts together constitute but one and the same instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

11. THE PROVISIONS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

IN WITNESS WHEREOF, The Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals duly attested to be hereunder affixed as of the date and year first written.

NCNB TEXAS NATIONAL BANK, Trustee

ATTEST:



ASSISTANT VICE PRESIDENT

(Corporate Seal)

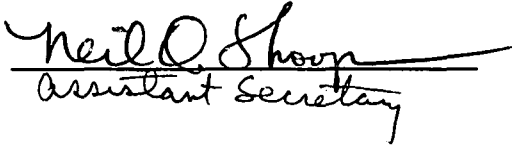
By:



Linda McNeil  
Vice President

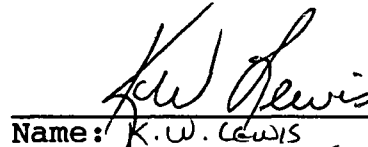
TRINITY INDUSTRIES LEASING COMPANY

ATTEST:

  
Assistant Secretary

(Corporate Seal)

By:



Name: K.W. Lewis  
Title: SENIOR VICE PRESIDENT

STATE OF TEXAS       §  
                              §  
COUNTY OF DALLAS   §

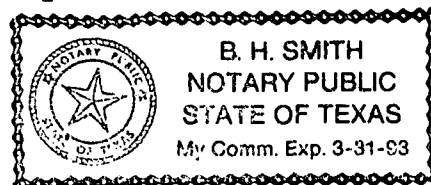
On this 24th day of July 1989, before me personally appeared Linda McNeil to me personally known, who being by me duly sworn, says that she is a Vice President of NCNB NATIONAL BANK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

B. H. Smith  
Notary Public

My Commission Expires:

\_\_\_\_\_

[SEAL]



STATE OF TEXAS       §  
                             §  
COUNTY OF DALLAS   §

On this 20<sup>TH</sup> day of July, 1989, before me personally appeared K.W. LEWIS, to me personally known, who being by me duly sworn, says that he/~~she~~ is the SENIOR VICE PRESIDENT of TRINITY INDUSTRIES LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he/~~she~~ acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Dorothy Gallini*  
Notary Public

My Commission Expires:

9-30-92

[SEAL]

**EXHIBIT A TO ASSIGNMENT**  
**Description of Leases**

1. Railroad Car Lease Agreement, dated May 18, 1983, between Trinity Industries Leasing Company and Amoco Minerals Company (assigned to Cyprus Mines Company) has been assumed in part by Kentucky Tennessee Clay Company effective February 17, 1989 covering the following described railroad cars (such cars were previously subject to the Railroad Car Lease Agreement described in Paragraph 1 of Exhibit A to the Assignment dated March 31, 1987 from such Company to RepublicBank Dallas, N.A., subsequently named First RepublicBank Dallas, N.A., which was assigned to NCNB Texas National Bank ("NCNB"), as trustee by the Federal Deposit Insurance Corporation ("FDIC")):

<u>Number of Cars</u>	<u>Type</u>	<u>Car Numbers</u>
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